an advertiser who has acquired for a term of years such an easement as in the present case, fails to paint out or remove his sign at the end of his term, he is not liable for rent as a tenant holding over.[12] And since there can be no recovery quasi-contractually for the use and occupation of land unless the relation of landlord and tenant exists, it would seem that the landowner could not recover in such a situation.[13]

CAUSES OF ACTION ARISING FROM LAUDATORY WORDS. — Whether the substance of a publication which forms the subject-matter of a libel suit is laudatory or disparaging, true or false, is immaterial where the plaintiff's only complaint is that words, the utterance of which brings him into ridicule or contempt, have been falsely attributed to him; to make a person the spokesman of an interview,[1] or to affix his signature to an advertisement or poster full of self-praise and derogation of others, may, in effect, brand him as a braggart or a vilifier. Nor is it material that the publication only covertly suggests its emanation from the plaintiff without in words asserting his authorship,[2] if its position or the style of its composition makes plain the invidious implication. So, when in a case lately decided in Louisiana, it was alleged that a newspaper, knowing that the plaintiff's fellow physicians and the public viewed self-assertion and advertising as highly unprofessional, maliciously and with intent to injure the plaintiff published a laudatory account of a fabulous cure said to have been effected by him, the court properly held that the petition set forth a cause of action based upon the implication that the plaintiff had authorized the article in question. *Martin* v. *Nicholson Publishing Co.*, New Orleans Picayune, Jan. 5, 1906 (La. Sup. Ct.).

If this false implication is such as men in general consider disparaging, the offense is against reputation, and the publisher may properly be made to answer for defamation. But the right to reputation is not merely a vague right to the good opinion of the world in general; it is more specifically a right not to be so lowered in the estimation of one's community, one's profession, or even of any single individual, that damage shall result. Lying words or false suggestions that to most men seem laudatory or colorless may be grossly damaging in the eyes of a given group of persons, owing to local conditions, local prejudices, professional codes, or individual caprice. Two instances will illustrate. A defendant, in order to injure the plaintiff, falsely informs the latter's miserly relative that the plaintiff has been guilty of a certain generous act. The relative forthwith disinherits the plaintiff.[3] Another defendant, with like evil intent, publishes in an orthodox village that the plaintiff is a dissenter, whereupon the villagers sedulously avoid his shop.[4] So, to call an enemy a labor-leader, a capitalist, a negro, or a white man might do him injury in some quarters. Where words used with respect to the plaintiff are by common consent damaging, the publisher

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[12] Goldman *v.* N. Y. Advertising Co., 29 N. Y. Misc. 133.

[13] See Keener, Quasi Contracts, 191, 192.

[1] Stewart *v.* Swift Specific Co., 76 Ga. 280; Allen *v.* News Publishing Co., 81 Wis. 120.

[2] Pavesich *v.* New England, etc., Co., 122 Ga. 190.

[3] See Kelly *v.* Partington, 5 B. & Ad. 645, 648.

[4] See Odgers, Libel and Slander, 3rd ed., 97; Gough *v.* Goldsmith, 44 Wis. 262.

must know the impression they will produce; hence in an action for defamation his knowledge is not a subject of inquiry. In the instances that have been cited, however, it would be unjust to allow recovery unless the publisher knew or had reason to know the disapproving mental attitude of his auditors or readers toward the idea his words convey. Hence in this latter class of cases courts might well, with Mr. Odgers, refuse to allow an action for defamation, and compel recourse to the inclusive action on the case.[5] It appears unnecessary, however, further to require, as that learned authority does, a malicious intent or reckless indifference on the defendant's part to the ensuing injury.[6] One may incur liability by violating with no evil intent[7] the similar right of privacy, and it is urged that negligent misrepresentation causing damage should be ground for suit.[8] The duty to abstain from words of the truth of which the speaker is not assured, and which he has reason to believe will injuriously affect another, does not seem onerous.[9]

A Repudiation of the Doctrine of Incorporation by Reference. — The doctrine is firmly established in England that an unattested document will be admitted to probate with a will if referred to in the will as an existing document, and if actually in existence at the time of the execution of the will. This rule rests on the fiction that the unattested document is incorporated into the will by the reference, and is thus supported by the formalities attending the execution of the will itself.[1] It was sought to invoke this doctrine in New York to avoid the strict interpretation there obtaining of a statute similar to the English Wills Act, requiring the signature of the testator to appear at the end of the will. Because of the limited space in printed blanks wills had been drawn with some parts of the body of the will following the signature of the testator, and connected with the main part of the will by references. Wills so drawn were not in conformity with the statute as interpreted by the New York courts, which held that the statute referred to the physical, literal end of the writing,[2] and not, as the English courts tend to hold, to the end of the sequence of meaning.[3] Such wills were held bad, on the ground that the doctrine of incorporation by reference did not apply.[4]

These decisions seem correct, for the doctrine of incorporation by reference should and does apply only to documents that are not an integral part of the will. In the cases mentioned, the writing following the signature was a part of the will itself, and it would seem incongruous to speak of incorporating it with that of which by the intention of the testator it was already a part. According to the New York interpretation of the statute, no part

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[5] See Odgers, Libel and Slander, 4th ed., 102; Knight *v.* Blackford, 3 Mackey (D. C.) 177.

[6] But see Spotorno *v.* Fourichon, 40 La. An. 423; Morasse *v.* Brochu, 151 Mass. 567.

[7] See Pavesich *v.* New England, etc., Co., *supra.*

[8] See 14 Harv. L. Rev. 184.

[9] See Capital, etc., Bank *v.* Henty, 7 App. Cas. 741, 772.

[1] Allen *v.* Maddock, 11 Moo. P. C. 427.

[2] Matter of O'Neil, 91 N. Y. 516; Matter of Conway, 124 N. Y. 455.

[3] Goods of Kimpton, 3 Sw. & Tr. 427.

[4] Matter of Andrews, 162 N. Y. 1; *contra,* Baker's Appeal, 107 Pa. St. 381.